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SECRETARY OF
STATE

LIMITED PARTNERSHIP AGREEMENT

THIS AGREEMENT, Made as of the first day of May, 1975, by and between J. Robert Tullis and James Milton Smith, as General Partners ("General Partners"), and the limited partners whose names are subscribed to this Agreement, as Limited Partners ("Limited Partners"), with the General Partners and the Limited Partners being hereinafter sometimes collectively called the "Partners".

Preliminary Statement

The Partners desire to form a limited partnership "The Partnership" to acquire a parcel of land (the "Land") located in Boise, Idaho, and construct, or to arrange for the construction of, improvements on the land consisting of one office building containing up to 18,500 square feet, initially (hereinafter referred to as "Phase I") and up to 18,500 additional square feet if determined feasible by the General Partners (hereinafter referred to as the "Subsequent Phases"). The General Partners acting on behalf of the Partnership, shall secure commitments to furnish interim and permanent financing for the First and Subsequent Phases (To the extent determined advisable by the General Partners,) which financing shall be secured solely by the Land and Improvements and shall not be secured by personal guarantees of any Partner. In consideration of the mutual terms and conditions contained herein the parties agree as follows:

Article I

ORGANIZATION

1.1 Name. The business of the Partnership shall be conducted under the name of RIVERVIEW LIMITED PARTNERSHIP. All business of the Partnership shall be conducted under that name, and under such variations thereof as the General Partners deem necessary or appropriate to comply with the requirements of law.

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1.2 Purpose. The purpose of the Partnership is to acquire the land; to construct, or arrange for construction of, the Project in conformity with the Commitment; to lease and operate or sell the Project after its completion; to borrow money and issue evidences of indebtedness and to secure the same mortgages, deeds of trust, pledges or other liens or security interests in furtherance of any and all of the objects of the business of the Partnership; and to enter into any contracts or commitments, assume any obligations, execute any documents and do any and all other acts and things which may be necessary, incidental or convenient to carry on the Partnership's business as contemplated under this Agreement.

1.3 Place of Business. The principal place of business of the Partnership shall be located c/o J. Robert Tullis and James Milton Smith at 413 Idaho Street, Boise, Idaho, 83702, or at such other location as may hereafter be determined by the General Partners. Each Limited Partner shall be notified by the General Partners of a change in the principal place of business of the Partnership.

1.4 Term. The term of the Partnership shall commence on the filing of the Certificate of Limited Partnership with the Recorder of Ada County, Idaho, and shall continue until December 31, 2000, unless sooner dissolved in accordance with the provisions of this Agreement.

Article II

THE GENERAL PARTNERS

2.1 Relation of General Partners to Partnership. The General Partners shall devote such time and attention to the business of the Partnership as they shall in their discretion determine to be necessary to the conduct of such business and the General Partners shall use their best efforts to carry out the purposes of the Partnership. Nothing herein shall prevent a General Partner from acquiring Units of Interest in the Partnership and a Limited Partner (as a partner) shall be entitled to all rights and obligations relating to said Units of Interest, and shall be deemed to be or be deemed a general partner of

other partnerships engaged in the same or similar activities as the Partnership, or otherwise directly or indirectly engaging in such activities, or from participating in any other business venture or endeavor.

2.2 Management Rights of General Partners. Subject to the terms and conditions of this Agreement, the General Partners shall have equal rights in the management of the business of the Partnership and shall have full, exclusive and complete discretion in the management and control of the affairs of the Partnership for the purposes herein stated, including without limitation, the power to take the following actions:

- a. to purchase land, and to construct, or arrange for the construction of, the Initial Improvements and Additional Improvements;
- b. to purchase, lease, or otherwise acquire facilities, supplies, and services necessary or incidental to the conduct of the business of the Partnership;
- c. to sell, lease, assign or otherwise dispose of any assets of the Partnership;
- d. to borrow money and issue evidences of indebtedness and to secure the same by mortgage, deeds of trust, pledges or other liens or security interests in furtherance of any and all objects of the business of the Partnership;
- e. to enter into any contracts or commitments, assume any obligations, execute any documents and do any and all other acts and things which may be necessary, incidental, or convenient to carry on the business of the Partnership; and
- f. to employ on behalf of the Partnership such persons, firms, or corporations as the General Partners may deem advisable for the proper operation, preservation and protection of the business of the Partnership, such employment to be undertaken upon such terms and for such compensation as the General Partners, in their sole judgment, determine to be customary in the employment of a qualified company providing similar services.

2.3 Acquisition of the Land. The General Partners agree that they will cause the land to be conveyed to the Partnership, subject only to those liens, charges or encumbrances set forth in Preliminary Title Report Number SA 22-72 issued by First American Title Company, dated 8/8/74.

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2.4 Completion of the Project. The General Partners agree to cause the Partnership to borrow funds in accordance with the terms of the Commitment. The General Partners represent and warrant that Phase I will be completed in accordance with the terms and conditions of the Commitment and that all expenses and payments incurred in connection with completion of said Project, including interest during construction, will be paid or provided for by or for the account of the Partnership only out of the capital contributed to the Partnership by Limited Partners pursuant to Section 4.2 and the proceeds of the loan provided for in the Commitment. If additional funds are required to complete Phase I, the General Partners agree to pay the deficiency from their own funds, any such payment to be subject to Section 4.1.

2.5 Construction of Project. It is understood that Commercial Structures, Inc. shall construct the improvements required for Phase I at a cost to the Partnership of \$752,505.00 and that such construction will be completed by January 1, 1976. The construction of subsequent phases shall be determined by the General Partners, and all costs of future phases will be submitted to all partners for their approval.

2.6 Liability of General Partners. The General Partners shall not be liable to the Partnership or the Limited Partners for any action or inaction on their part if the General Partners acted in good faith and in a manner which they reasonably believed to be in the best interests of the Partnership, unless such action or inaction is proved to constitute a failure to comply with any provision of this Agreement, fraud, or gross negligence. The General Partners shall indemnify and save harmless the Partnership and the Limited Partners from any loss, damage or liability due to or arising out of their failure to comply with any covenant or representation contained in this Agreement, fraud or gross negligence. Without limiting the generality of the foregoing, it is expressly agreed that the General Partners shall not

be personally liable for the return of the capital contribution of any Limited Partner, or a portion thereof, any such return being limited solely to the assets of the Partnership.

2.7 General Partners Participation. Each General Partner shall receive for acquiring the contract right (the lease) to build for CHEN Hill, an amount equal to five percent (5%) of the net profit realized from the sale or exchange of any partnership asset. Net profit for this purpose is the net sale price less the original cost of the assets. In the case of a General Partner who has replaced a prior General Partner, his fee(s) shall be shared with such prior General Partner or General Partners in proportion to the amount of time each served as General Partner.

Article III

THE LIMITED PARTNERS

3.1 Limited Liability of Limited Partners. No Limited Partner shall be liable for any of the debts or obligations of the Partnership or to make any contributions or payments to the Partnership or any Partner except for his obligation to contribute to the capital of the Partnership the amount set forth in Article IV at the time and under the conditions set forth in Article IV.

3.2 Limitation on Limited Partners. No Limited Partner shall have any right, power or authority to take part in the management and control of the business of the Partnership nor shall any Limited Partner have any power to sign for or to bind the Partnership in any manner.

3.3 Rights of Limited Partners to Compete. Each Limited Partner may engage in or own an interest in other business ventures engaged in the same or similar businesses as the Partnership and nothing contained in this Agreement shall be construed as restricting such rights of a Limited Partner solely by reason of his owning an interest in the Partnership.

3.4 Admission of Additional Limited Partners. The General Partners shall not be authorized to issue more than forty-one (41) Units of Interest, except as otherwise provided in Section 4.3, and shall not be authorized to admit Limited Partners (except substituted Limited Partners pursuant to Section 9.4) after forty-one (41) Units of Interest have been issued, except as otherwise provided in Section 4.3.

3.5 Power of Attorney. Each Limited Partner hereby irrevocably constitutes and appoints J. Robert Tullis and James Milton Smith, or either of them, as his true and lawful attorney and agent, with full power and authority in his name, place and stead to execute, swear to, acknowledge, deliver, file and record the Certificate of Limited Partnership, together with a certificate of any future amendments thereto, which the General Partners deem necessary or appropriate to qualify or continue the Partnership as a Limited Partnership and all conveyances and other instruments which the General Partners deem necessary or appropriate to effect the dissolution and termination of the Partnership in accordance with the terms of the Agreement. The Power of Attorney granted herein shall be irrevocable and shall survive the incapacity of any Limited Partner.

Article IV

CAPITAL CONTRIBUTIONS

4.1 Contributions of General Partners. The General Partners shall make a contribution of \$45,000.00 to the Partnership. If either General Partner shall be required to make any additional expenditure from his own funds for the benefit of the Partnership, such expenditure shall be considered to be a loan by the General Partner to the Partnership ("Subordinated Loans"). The Subordinated Loans shall bear interest at the prime rate from time to time in effect at the bank in which the Partnership maintains its major accounts, which interest shall be an expense of the Partnership payable at such time as the General Partners shall determine. The principal of the Subordinated Loans shall be payable only out of the cash flow of the Partnership in

accordance with Article VII or the proceeds upon dissolution of the Partnership in accordance with Article VII or the proceeds upon dissolution of the Partnership in accordance with Article XI.

4.2 Original Contributions by Limited Partners. Upon execution of this Agreement each Limited Partner shall deliver to the General Partners the amount of their capital subscriptions. A schedule of the Limited Partners' respective capital subscriptions is attached hereto as Exhibit B and by reference made a part hereof. Each Limited Partner shall receive one Unit of Interest for each Five Thousand Dollars (\$5,000.00) that he contributes to the Partnership pursuant to this Section 4.2. Each Limited Partner must contribute at least Twenty Thousand Dollars (\$20,000.00) to the Partnership. No Units of Interest shall be issued to any Limited Partner other than as provided in Sections 4.2 and 4.3.

4.3 Additional Contribution of Limited Partners. In addition to the original Units of Interest required for the financing of Phase I, additional Units of Interest may be issued by the General Partners as required for the financing of Phase 2. Each Limited Partner shall have the right to purchase that share of these additional Units of Interest which is in proportion to his ownership of original Units of Interest. The General Partners shall have the right to purchase or sell any unsubscribed additional Units of Interest, subject to a \$5,000.00 minimum limit per purchaser. The purchasers, other than a General Partner of such unsubscribed additional Units of Interest shall become Limited Partners, in accordance with Section 9.3.

4.4 Return of Capital Contribution. Except and to the extent otherwise expressly provided in this Agreement, no Limited Partner shall be entitled to the return of his cash contribution. No Limited Partner shall be entitled to retire or withdraw from the Partnership except by transferring his entire interest in the Partnership in accordance with Section 9.2 hereof.

4.5 Interest on Capital Contributions. No interest shall be paid by the Partnership on or with respect to the cash contributions of the Partners.

Article V

CERTAIN PAYMENTS

5.1 Initial Partnership Expense. As reimbursement for funds expended on Partnership business before formation of the Partnership, each General Partner shall receive from the Partnership a sum equal to the amount actually expended by him on behalf of the Partnership prior to its formation, together with interest on that amount from the date of expenditure until date of reimbursement at the rate of ten percent (10%) per annum. Interest on the amount paid by J. Robert Tullis for the Land prior to the execution hereof shall constitute Partnership expense, which interest shall be computed at the rate of ten percent (10%) per annum from the date of payment to the date of execution hereof.

Article VI

PROFITS AND LOSSES

6.1 Definition of Profits and Losses. The "net profits and losses of the Partnership" shall be the net profits or losses of the Partnership for Federal Income tax purposes as determined by the certified public accountant employed by the Partnership.

6.2 Allocation. All Profits and Losses of the Partnership, for accounting and tax purposes, shall be allocated to each partner in the same proportion as his aggregate respective capital contribution bears to the total capital contribution at the time of such allocation; provided, however, that no limited partner shall bear any Partnership losses at any time, or under any circumstances, in excess of his aggregate capital contribution to the Partnership, except that losses in excess of a Limited Partner's capital

contribution may be allocated to him for tax purposes so long as such allocation is permissible under applicable provisions of the Internal Revenue Code.

Article VII

CASH FLOW

7.1 Cash Flow. The "cash flow of the Partnership" shall be the net profits and losses of the Partnership as determined in accordance with Section 6.1, with the following adjustments:

- a. profits or losses on the disposition of Partnership capital assets shall be deducted therefrom;
- b. depreciation and other noncash charges deducted in determining such net profits and losses shall be added thereto; and
- c. principal payments on all mortgages, conditional sales contracts and security interests, property replacement reserves, contingency reserves determined in accordance with generally accepted accounting principles, capital expenditures when made from other than such reserves, any other cash expenditures which have not been deducted in determining the net profits and losses of the Partnership and any amount required to maintain working capital at acceptable levels, shall be deducted therefrom.

The cash flow of the Partnership shall be determined separately for each fiscal year and not cumulatively. The determination of reserves, the allocation of funds to reserves, the order of satisfaction of Partnership obligations, the refinancing of existing mortgages or trust deeds and the use of reserve funds shall all be management prerogatives of the General Partners.

7.2 Distributions of Cash Flow. Cash flow of the Partnership shall be distributed to the Partners in the proportion to their ownership of Units of Interest in the Partnership. Distributions of cash flow to the Partners shall be made within ninety (90) days after the close of each fiscal year. Distributions of cash flow shall be made only to persons who are Partners (or assignees of Partners) on the date of distribution.

Article VIII

ADMINISTRATIVE MATTERS

8.1 Capital Accounts. A Capital account shall be maintained for each Partner. The capital account of each Partner shall equal his cash contribution to the Partnership pursuant to Article IV (or in the case of an assignee of Units of Interest in the Partnership, the amount in the capital account of the assigning Partner), increased by his share of Partnership profits and decreased by his share of Partnership losses and by distributions made to him pursuant to Section 7.2. It is the intention of the parties that all Partners shall be considered as sharing in a non-recourse liability of the Partnership (defined as a liability secured by Partnership property but upon which neither the Partnership nor any of the Partners have any personal liability) in the proportion in which they share in Partnership profits, and each Partner shall be deemed to have contributed to the Partnership in cash his proportionate share of any non-recourse liability at the time such liability is incurred and to have received from the Partnership a distribution in cash of his proportionate share of any non-recourse liability to the extent and at the time such liability is discharged.

8.2 Books and Records. The General Partners shall keep or cause to be kept complete and accurate books with respect to the Partnership's business. The books of the Partnership shall be kept on a cash basis and shall at all times be maintained at the principal office of the Partnership. Each of the Limited Partners and their duly authorized representatives shall have the right to examine the books of the Partnership at reasonable times. The fiscal year of the Partnership shall be from the inception of this Limited Partnership Agreement. The books, records and financial statements of the Partnership shall be examined and reviewed annually as of the end of each fiscal year by a public accounting firm selected by the General Partners. The General Partners shall, as soon as possible after the end

of the fiscal year, but not later than 90 days, transmit copies of the financial statements to each Partner. The General Partners shall furnish each Limited Partner with all necessary tax reporting information as soon as such information is available after the end of each fiscal year. All expenses incurred by the General Partners in performing their duties pursuant to this Section 8.2 shall be expenses of the Partnership.

8.3 Bank Account. The funds of the Partnership shall be deposited in the name of the Partnership; in such bank account or accounts as shall be designated by the General Partners and withdrawals therefrom shall be made upon such conditions and upon the signature or signatures of such person or persons as the General Partners shall from time to time designate in writing.

8.4 Title to Property. Any property of the Partnership shall be held in the name of the Partnership, and recorded as Partnership property in the books and records of the Partnership.

8.5 Insurance. The Partnership shall purchase at the expense of the Partnership fire and casualty insurance, liability insurance against death or injury to persons or damage to property, or such other forms of insurance as may be generally accepted in the business to be conducted by the Partnership, in such amounts and with such insurance carriers, as the General Partners shall in their discretion deem to be in the best interests of the Partnership.

Article IX

ASSIGNMENT OF PARTNERSHIP INTERESTS

9.1 Transfer of Interest of General Partners. A General Partner may not sell, assign, give or otherwise transfer or encumber his interest in the Partnership without the consent of the other General Partner. A General Partner may not sell or assign his interest in the Partnership to a corporation if such a sale or assignment would make that corporation the only General Partner.

9.2 Transfer of Interest of Limited Partner. Each Limited Partner shall have the right to assign his interest in the Partnership provided however, that:

- a. a Limited Partner shall not have the right to assign fractional Units of Interest in the Partnership; and
- b. a Limited Partner may sell his Units of Interest or some of them only after offer to the General Partners on the same terms and conditions upon which the sale is finally consummated, which offer to the General Partners must be in writing, contain all the terms and conditions of the sale and remain open for 15 days after delivery.

Any transfer in violation of this paragraph shall be void.

9.3 Transfer of Interest of Limited Partner. Any assignment permitted under Section 9.2 shall not be effective as to the General Partners of the Partnership until the General Partners receive a copy of the instrument of assignment executed by the assignor and the assignee. An assignee who does not become a Limited Partner pursuant to Section 9.4 shall be entitled to receive the share of net profits and losses of the Partnership and cash flow of the Partnership, and all interim and final distributions, to which his predecessor in interest was entitled.

9.4 Substituted Limited Partners. The assignee of an interest of a Limited Partner in the Partnership may become a substituted Limited Partner only if the General Partners consent thereto in writing, an amended Certificate of Limited Partnership has been executed and duly filed with the

appropriate authorities, all other instruments and actions which the General Partners deem necessary or appropriate to reflect such assignment and substitution have been executed and taken, and the assignee has advanced to the Partnership the estimated costs and expenses (including attorney's fees and filing costs) incurred in effectuating his substitution.

Article X

CERTAIN EVENTS

10.1 Events Concerning Limited Partners. The death of a Limited Partner shall not dissolve or terminate the Partnership. The legal representative of the estate of a deceased Limited Partner shall be deemed to be an assignee of the deceased Limited Partner's interest in the Partnership pursuant to Section 9.2 and may become a substituted Limited Partner upon the terms and conditions set forth in Section 9.3. The estate of the deceased Limited Partner shall be liable for all of his obligations and liabilities (if any) to the Partnership as Limited Partner.

10.2 Events Concerning General Partner. In the event of the death, incompetency, retirement, assignment for the benefit of creditors or adjudication of bankruptcy of a General Partner, the Partnership shall dissolve; provided, however, the remaining General Partner may elect to continue the business of the Partnership for the balance of its term with all of the property of the Partnership. This election shall be exercised by giving written notice thereof to the Limited Partners within sixty (60) days after receipt of notice of the event causing a dissolution. If there is no remaining General Partner, the Partnership shall be terminated pursuant to Article XI unless all the obligations of the General Partners are assumed by a successor general partner or general partners approved in writing by all the Limited Partners within ninety (90) days after receipt of notice of the dissolving event; each Limited Partner hereby agrees that he will accept and consent without further action to the selection of a successor

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general partner or general partners by the holders of fifty-one percent (51%) of Units of Interest owned by the Limited Partners. In the event of any such election or assumption, an incompetent, retired or bankrupt General Partner, or the legal representative of the estate of a deceased General Partner, shall become a Limited Partner and shall be entitled to receive as a Limited Partner the share of net profits and losses of the Partnership and cash flow of the Partnership that he was entitled to receive as a General Partner at the time of the dissolving event.

10.3 Removal. A General Partner may be removed by approval of the holders of two-thirds (2/3) of the Units of Interest owned by the Limited Partners, in which case the removed General Partner shall become a Substituted Limited Partner upon compliance with Section 9.3.

Article XI

DISSOLUTION AND LIQUIDATION

11.1 Dissolution. The Partnership shall be dissolved upon the happening of any one of the following events:

- a. the sale of all or substantially all of the property owned by the Partnership;
- b. the death, incompetency, retirement, assignment for the benefit of creditors or adjudication of bankruptcy of a General Partner, provided, however, that this event shall not cause a termination of the Partnership if an election or an assumption is made pursuant to the terms of Section 10.2;
- c. the election of the General Partners to dissolve the partnership, provided, however, that the owners of at least fifty-one percent (51%) of the Units of Interest owned by Limited Partners consent thereto; or

A Dissolution pursuant to this Section 11.1 shall be effective on the date on which the dissolving event occurs, but the Partnership shall not terminate until its affairs have been wound up and its assets distributed as provided in this Article XI.

11.2 Sale of Property. Realvest, Inc. shall be entitled to receive an amount equal to five percent (5%) of the gross sales price of any

partnership asset sold if its solicitation of the buyer was the procuring cause of the sale. If another real estate brokerage concern represents buying principals, Realvest, Inc. may share equally with the real estate concern in its negotiated commission with the Partnership.

11.3 Winding Up and Liquidation. Upon dissolution of the Partnership the General Partners (or, in the absence thereof, a special liquidator appointed by the holders of at least fifty-one percent (51%) of the Units of Interest owned by Limited Partners) shall immediately commence to wind up Partnership affairs and shall liquidate the assets of the Partnership; as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice. In connection with any such winding up and liquidation, the certified public accountants then retained by the Partnership shall prepare a statement setting forth the assets and liabilities of the Partnership as of the date of dissolution, and such statement shall be furnished to all Partners. The proceeds of liquidation shall be applied and distributed in the following order of priority:

- a. to the payment of the debts and liabilities of the Partnership (other than debts or liabilities owing to a Partner) and the expenses of liquidation (including if applicable the reasonable fees of the special liquidator);
- b. to the setting up of any reserves which the General Partners (or special liquidator) may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership, which reserves shall be paid over to a bank, as escrow-holder, to be held by it for the purpose of disbursing (under the direction of the General Partners or special liquidator) such reserves in payment of any of the aforementioned liabilities and, at the expiration of such period as the General Partners (or special liquidator) may deem advisable, for distribution in the manner hereinafter provided;
- c. to the payment of principal and interest on the Subordinated Loans;
- d. to each Partner in proportion to his ownership of the aggregate Units of Interest.

Article XII

MISCELLANEOUS PROVISIONS

12.1 Amendments. Amendments to this Agreement may be made pursuant to the following terms and conditions:

- a. Amendments to this Agreement which are of inconsequential nature and do not adversely effect the rights of the Limited Partners in any material respect or are required or contemplated by this Agreement may be made by the General Partners through the use of the power of attorney granted to the General Partners.
- b. Amendments to this Agreement may be proposed by the General Partners in writing to the Limited Partners and shall bear notice that such amendment shall become effective thirty (30) days after the date of mailing of the amendment unless prior to such time, the holders of twenty percent (20%) or more of Units of Interest owned by Limited Partners shall give the General Partners written notice of objections to the amendment. Unless such objections are given to the General Partners, such amendment shall become effective upon the expiration of such thirty (30) day period. If such objections are given to the General Partners, the affirmative vote of seventy-five percent (75%) of the holders of Units of Interest owned by all Partners shall be required to approve such amendment.
- c. Amendments to this Agreement may be proposed by the holders of thirty percent (30%) or more of Units of Interest owned by Limited Partners by submitting the proposal in writing to the General Partners and the other Limited Partners. The affirmative vote of seventy-five percent (75%) of the holders of Units of Interest shall be required to approve such amendment.
- d. Notwithstanding anything in this Section 12.1 to the contrary, no amendment shall be made which would change the Partnership to a general partnership or change the liabilities or obligations of any Partner except with the written consent of all Partners.

12.2 Tax Elections. All elections required or permitted by the Partnership under the Internal Revenue Code of 1954 shall be made in such manner as will, in the opinion of the General Partners, be most advantageous to the Partners.

12.3 Integration. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes

all prior and contemporaneous agreements and understandings of the parties in connection therewith.

12.4 Notices. All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given if personally delivered or upon deposit in the United States mail by certified or registered mail, postage prepaid, with return receipt requested and addressed as follows:

- a. If to the Partnership or the General Partners, at the principal office of the Partnership; and
- b. If to a Limited Partner, at the address set forth opposite his name on the signature page, Exhibit A, hereof, or at such other address as the Limited Partner may, from time to time, designate in writing delivered to the Partnership.

12.5 Further Assurances. The Partners will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

12.6 Definitions. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

12.7 Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

12.8 Construction. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Partnership.

12.9 Governing Law. This Agreement shall be construed in accordance with the laws and decisions of the State of Idaho.

12.10 Successors in Interest. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, executors, administrators, personal representatives, successors and assigns of any of the parties to this Agreement.

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12.11 Representations. The General Partners have made no representations, guarantees, or warranties about the financial success or profitability of the Project. The Limited Partners have thoroughly acquainted themselves with all aspects of the Project, and are investing in same as knowledgeable investors without reliance upon the representations of other persons and with full cognizance of the risks involved.

EXHIBIT A

Signature Page

GENERAL PARTNERS:

J. Robert Tullis
J. Robert Tullis

James Milton Smith
James Milton Smith

RIVERVIEW LIMITED PARTNERSHIP
c/o J. Robert Tullis
413 Idaho Street
Boise, Idaho 83702

LIMITED PARTNER:

Name

Address

Capital
Contribution

<u>Sawtooth Valley Corp.</u>	<u>413 Idaho</u>	<u>\$125,000.</u>
	<u>Boise Idaho</u>	

STATE OF IDAHO }

COUNTY OF ADA }

On this the 2 day of May, 1975, before me, the undersigned, a Notary Public in and for said county and state, personally appeared J. Robert Tullis known to me to be the person who executed the above document and acknowledged to me that he executed same.

IN WITNESS whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Lane Kay
Notary in and for the County of Ada,
State of Idaho, residing in Boise, ID

STATE OF IDAHO, COUNTY OF ADAMS,
I, John Bastida, Notary Public, do hereby certify
that the foregoing is a true and correct copy of

Inst. No. 7510440
as a condition precedent to Adm. County, State of Idaho.
IN WITNESS WHEREOF, I have set my hand and affixed my
official seal this 31st day of

May, 1983
JOHN BASTIDA, Notary
By Deputy Deputy

EXHIBIT A

Signature Page

GENERAL PARTNERS:

J. Robert Tullis
J. Robert Tullis
James Milton Smith
James Milton Smith

RIVERVIEW LIMITED PARTNERSHIP
c/o J. Robert Tullis
413 Idaho Street
Boise, Idaho 83702

LIMITED PARTNER:

<u>Name</u>	<u>Address</u>	<u>Capital Contribution</u>
<u>Ralph R. Bachelder</u>	<u>1736 Broadway</u>	<u>\$ 35,000.00</u>
	<u>Denver, Colo. 80211</u>	

STATE OF COLORADO

COUNTY OF _____

On this the 6th day of May, 1975, before me, the
undersigned, a Notary Public in and for said county and state, personally
appeared RALPH R. BACHELDOR, known to me to be the person who
executed the above document and acknowledged to me that he executed same.

IN WITNESS whereof, I have hereunto set my hand and affixed my
official seal the day and year first above written.

Adm County, Idaho, ss
Request of Smith

James Milton

TIME 8:05 P. M.

DATE 5-9-75

CLARENCE A. PLANTING

RECORDER

20. James Milton
Deputy

Notary in and for the County of Denver
State of Colo., residing in Westminster,
Colorado

7523065

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SECRETARY OF
STATE

August 11, 1975

The attached Signature Pages refer to the Limited Partnership Agreement, which was recorded in the office of Clarence A. Planting, Recorder, in Ada County, Idaho on May 9, 1975. (#7510440)

EXHIBIT A
Signature Page

GENERAL PARTNERS:

J. Robert Tullis
J. Robert Tullis
James Milton Smith
James Milton Smith

RIVERVIEW LIMITED PARTNERSHIP
c/o J. Robert Tullis
413 Idaho Street
Boise, Idaho 83702

LIMITED PARTNER:

Name

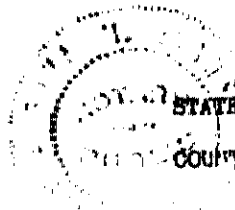
Address

Capital
Contribution

Russell F. Viehweg
Russell F. Viehweg

4325 Audubon Place
Boise, Idaho 83705

\$25,000.00



STATE OF IDAHO
COUNTY OF ADA

ss.

On this the 8/11 day of August, 1975, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Russell F. Viehweg, known to me to be the person who executed the above document and acknowledged to me that he executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary in and for the County of Ada,
State of Idaho, residing in Boise.

EXHIBIT A

Signature Page

GENERAL PARTNERS:

J. Robert Tullis
J. Robert Tullis

James Milton Smith
James Milton Smith

RIVERVIEW LIMITED PARTNERSHIP
c/o J. Robert Tullis
413 Idaho Street
Boise, Idaho 83702

LIMITED PARTNER:

<u>Name</u>	<u>Address</u>	<u>Capital Contribution</u>
<u>Robert F. Klempf</u>	<u>1619 San Juan</u> <u>Boise Idaho 83702</u>	<u>\$25,000.00</u>

STATE OF Idaho)
COUNTY OF Ada) ss.

On this the 10 day of August, 1985, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Robert F. Klempf, known to me to be the person who executed the above document and acknowledged to me that he executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and notary official seal the day and year first above written.

Notary in and for the County of _____
State of _____, residing in _____
and my commission expires: _____

EXHIBIT A

Signature Page

General Partners:

J. Robert Tullis
J. Robert Tullis

James Milton Smith
James Milton Smith

RIVERVIEW LIMITED PARTNERSHIP
c/o J. Robert Tullis
413 Idaho Street
Boise, Idaho 83702

LIMITED PARTNER:

<u>Name</u>	<u>Address</u>	<u>Capital Contribution</u>
<u>Leonard B. Smith</u>	<u>2311 Prosser Ave</u>	<u>\$ 25,000</u>
	<u>Boise, Idaho 83702</u>	

STATE OF Idaho
COUNTY OF Ada

On this the 31st day of May, 1975, before me, the undersigned, a Notary Public in and for said county and state, personally appeared James Milton Smith, known to me to be the person who executed the above document, and acknowledged to me that he executed same.

IN WITNESS whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

STATE OF IDAHO, COUNTY OF ADA, ss
John Bastida, Recorder for Ada County, do hereby certify that the Annexed is a full, true and correct copy of

Inst. No. 7529065
as it appears on record in Ada County, State of Idaho.
IN WITNESS WHEREOF I have set my hand and affixed my

official seal this 31st day of MAY, 1975

JOHN BASTIDA, Recorder
By Regina B. McGarrett

Notary in and for the County of
State of, my term in office

Shelton E. Nichols
Boise, Idaho
1975